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11 Attorneys for Plaintiff

12
13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

15 ACCELERATED CARE PLUS CORP., a
16 Delaware corporation,

CASE NO.: 3:11-cv-00585-RCJ-RAM

17 Plaintiff,

18 v.

19 DIVERSICARE MANAGEMENT
20 SERVICES CO., INC., a Tennessee
21 Corporation, EMILE ROUMEN, an
22 individual, JOSEPH PANNELL, an
23 individual, and DIVERSICARE
24 THERAPY SERVICES, LLC,

**STIPULATION AND ORDER FOR
DISMISSAL WITH PREJUDICE**

25 Defendants.

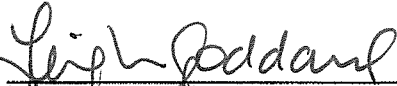
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27 Plaintiff, ACCELERATED CARE PLUS CORP. ("ACP") and Defendants,
28 DIVERSICARE MANAGEMENT SERVICES, CO., DIVERSICARE THERAPY
SERVICES, LLC, EMILE ROUMEN and JOSEPH PANNELL, having reached
settlement of this matter, by and through their undersigned counsel of record, hereby
stipulate and agree to a dismissal, with prejudice, of any and all claims in the above-
captioned matter, with each party to bear its/his own attorneys' fees and costs.

The parties further stipulate and agree that the Court's Temporary Restraining
Order dated August 22, 2011 and oral ruling of August 24, 2011 granting injunctive relief
are hereby dissolved, and that the Security in the amount of \$5,000.00 posted by ACP
on August 16, 2011 shall be returned to ACP.

1 Finally, the parties stipulate and agree that this Court shall retain jurisdiction for
2 purposes of enforcing the terms of the parties' Settlement Agreement.

3 DATED December 16, 2011.

DATED December _____, 2011.

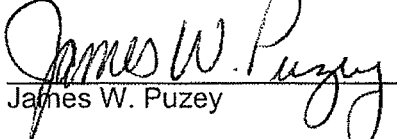
4 
5 Leigh Goddard

6 Attorney for Plaintiff
7 Accelerated Care Plus Corp.

David P. Cañas
Nicholas F. Frey

Attorneys for Defendant
Diversicare Management Services Co.,
Inc., Diversicare Therapy Services, LLC

8
9 DATED December 15, 2011.

10 
11 James W. Puzey

12 Attorney for Defendants
13 Emile Roumen and Joseph Pannell

14 *****

15 **ORDER**

16 Pursuant to the Stipulation of the parties herein,

17 IT IS HEREBY ORDERED that the above-entitled action is dismissed with
18 prejudice, with each party to bear his/its own attorneys' fees and costs;

19 IT IS FURTHER ORDERED that the security posted by ACP in the amount of
20 \$5,000 shall be returned to ACP; and

21 IT IS FURTHER ORDERED that the Court shall retain jurisdiction for purposes of
22 enforcing the terms of the parties' Settlement Agreement.

23
24 IT IS SO ORDERED.

25 
26 UNITED STATES DISTRICT JUDGE

27 DATED: 12-30-2011
28 _____

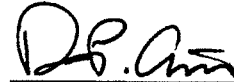
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2 purposes of enforcing the terms of the parties' Settlement Agreement.

3 DATED December ____, 2011.

DATED December 16, 2011.

4
5 Leigh Goddard

6 Attorney for Plaintiff
7 Accelerated Care Plus Corp.



David P. Cañas
Nicholas F. Frey

Attorneys for Defendant
Diversicare Management Services Co.,
Inc., Diversicare Therapy Services, LLC

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9 DATED December ____, 2011.

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11 James W. Puzey

12 Attorney for Defendants
13 Emile Roumen and Joseph Pannell

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22 enforcing the terms of the parties' Settlement Agreement.

23
24 IT IS SO ORDERED.

25
26 UNITED STATES DISTRICT JUDGE

27 DATED: _____
28